

CITY COUNCIL
ATLANTA, GEORGIA

02-R -1956

**A RESOLUTION BY
COUNCILMEMBER ANNE FAUVER & DEBI STARNES**

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A PROJECT MANAGEMENT AGREEMENT WITH THE GEORGIA DEPARTMENT OF TRANSPORTATION FOR THE FUNDING OF STREETSCAPE IMPROVEMENTS ON PEACHTREE STREET FROM THIRD STREET TO TENTH STREET AND WEST PEACHTREE STREET FROM NORTH AVENUE TO SEVENTEENTH STREET SUBJECT TO THE AVAILABILITY OF GRANTS TO FUND THE CITY'S PARTICIPATION; AUTHORIZING THE MAYOR TO ACCEPT A GRANT FROM MIDTOWN BUSINESS ASSOCIATION, INC. ("MIDTOWN ALLIANCE") TO FUND THE CITY'S SHARE OF SAID PROJECT MANAGEMENT AGREEMENT COSTS; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta desires to obtain the maximum benefit from funding made available under the Transportation Improvement Program for fiscal years 2002 to 2004 (Q-23 LCI Projects) which in connection with certain qualified and approved projects provides a match of four federal dollars for every dollar contributed by a local government; and

WHEREAS, matching funding for certain projects may only be available for a limited period of time which is set to expire on July 31, 2003 before the federal matching funds may be subject to program changes and/or allocation to other programs; and

WHEREAS, the first program has been identified by the Atlanta Regional Commission and the Georgia Department of Transportation as 0002844, STP-0002-00(844) Peachtree Street from Third Street to Tenth Street ("Peachtree/3rd Improvements") has been approved as eligible for \$1,560,000 in federal matching funds if the City can provide \$390,000 in matching funds to the Georgia Department of Transportation; and

WHEREAS, the second program has been identified by the Atlanta Regional Commission and the Georgia Department of Transportation as 0002845, STP-0002-00(845) West Peachtree Street from North Avenue to Seventeenth Street ("West Peachtree Improvements") has been approved as eligible for \$3,000,000 in federal matching funds if the City can provide \$750,000 in matching funds to the Georgia Department of Transportation; and

WHEREAS, the City wishes to enter into a Project Management Agreements with the Georgia Department of Transportation in order to allow the City to utilize the funding presently programmed to the Peachtree/3rd Improvements and the West Peachtree Improvements but lacks funding to allocate the funding needed for the local government match; and



WHEREAS, the Midtown Business Association, Inc. ("Midtown Alliance") has committed to the City that it is willing to enter into a contractual arrangement with the City to provide funding to the City in the amount sufficient to allow the City to enter into a Project Management Agreements with the Georgia Department of Transportation in order to allow the City to utilize the funding presently programmed to the Peachtree/3rd Improvements and the West Peachtree Improvements; and

WHEREAS, the City wishes to accept this funding grant from Midtown Alliance to meet the City's commitment under the Project Management Agreements in order to utilize the funds presently programmed to the Peachtree/3rd Improvements and the West Peachtree Improvements.

NOW THEREFORE, be it resolved by the Council of the City of Atlanta as follows:

Section 1. That the Mayor is hereby authorized to execute on behalf of the City of Atlanta, a Project Management Agreement ("PMA") with the Georgia Department of Transportation, substantially in the form attached as Exhibit A, which will allow the City to commit to provide the local match funding for the projects which have been identified by the Atlanta Regional Commission and the Georgia Department of Transportation 0002844, STP-0002-00(844) Peachtree Street from Third Street to Tenth Street and 0002845, STP-0002-00(845) West Peachtree Street from North Avenue to Seventeenth Street in order to obtain from the Georgia Department of Transportation matching federal funds for the construction of the projects, provided however that after signing of the PMA, the City's local match is funded by grants from third parties and no City funds are committed to the project.

Section 2. That the Mayor is hereby authorized to execute on behalf of the City of Atlanta, an agreement with Midtown Alliance which will specify the terms on which Midtown Alliance will provide and the City will accept funding for the City's local match portion of 0002844, STP-0002-00(844) Peachtree Street from Third Street to Tenth Street and 0002845, STP-0002-00(845) West Peachtree Street from North Avenue to Seventeenth Street, provided however that any terms which bind the City to repayment of all or any part of the grant from Midtown Alliance must be approved by further action of this Council. After the signing of the agreement, no further action of the Council is necessary before the grant can be accepted and work can begin on the projects.

Section 3. The City Attorney be and hereby is directed to negotiate, prepare and/or review the agreements necessary to effect the intent of this resolution provided that such agreements are in compliance with the conditions set forth herein.

A true copy,

Shonda Daughin Johnson
Municipal Clerk, CMC

ADOPTED by the Council
APPROVED by the Mayor

NOV 04, 2002
NOV 08, 2002



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Department of Transportation

J. TOM COLEMAN, JR.
COMMISSIONER
(404) 656-5206

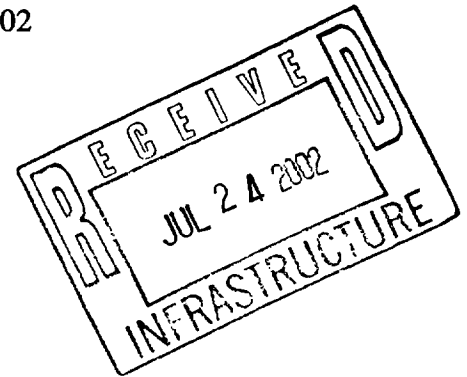
FRANK L. DANCHETZ
CHIEF ENGINEER
(404) 656-5277

State of Georgia
#2 Capitol Square, S.W.
Atlanta, Georgia 30334-1002

HAROLD E. LINNENKOHL
DEPUTY COMMISSIONER
(404) 656-5212

BILLY F. SHARP
TREASURER
(404) 656-5224

July 18, 2002



The Mr. Norman Koplon, P.E. Commissioner
City of Atlanta - Dept. of Public Works
55 Trinity Avenue SW., Suite 4500
Atlanta, GA 30334

Attention: Ladun Esan, P.E.

Dear Mr. Koplon:

I am pleased to notify you that the Georgia Department of Transportation is agreeable to participate in the improvement of the following projects:

Exhibit "A"

STP-0002-00(844) Fulton County, P.I.#0002844
STP-0002-00(845) Fulton County, P.I.#0002845

Please review the attached agreement and if satisfactory, please execute all three (3) originals and return them to this office. Once all parties have signed the agreement, I will return a copy of the agreement to you for your file.

Should you have any questions please call me at (404) 463-2799.

Sincerely yours,

Herman T. Griffin

Herman T. Griffin, P.E.

Financial Management Administrator

HTG:as
attachments(3)
c: Percy Middlebrooks w/attachment
Steve Henry - District 7



0002844

PROJECT MANAGEMENT AGREEMENT
BETWEEN
DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
AND
CITY OF ATLANTA, GEORGIA
FOR
TRANSPORTATION FACILITY IMPROVEMENTS

This AGREEMENT is made and entered into this ____ day of _____, 200__, by and between the DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "DEPARTMENT", and the CITY OF ATLANTA, GEORGIA, acting by and through its Mayor and City Council, hereinafter called the "CITY".

WHEREAS, the CITY has represented to the DEPARTMENT a desire to improve the transportation facilities listed in Exhibit "A" and attached hereto, hereinafter referred to as the "PROJECT"; and

WHEREAS, the CITY has represented to the DEPARTMENT a desire to participate in certain activities of the PROJECT as set forth in this AGREEMENT, and the DEPARTMENT has relied upon such representations; and



WHEREAS, the DEPARTMENT has expressed a willingness to participate in activities of the PROJECT as set forth in this AGREEMENT.

THEREFORE, in consideration of the mutual promises made and of the benefits to flow from one to the other, the DEPARTMENT and the CITY hereby agree each with the other as follows:

1. The CITY shall contribute to the PROJECT by funding all or certain portions of the PROJECT costs for the preconstruction engineering (design) activities, utility relocations, right of way acquisitions, and/or construction as set forth in Exhibit "A".

2. The DEPARTMENT shall contribute to the PROJECT by funding all or certain portions of the PROJECT costs for the design activities, utility relocations, right of way acquisitions, and/or construction as set forth in Exhibit "A". The DEPARTMENT may use funds of the DEPARTMENT, funds apportioned to the DEPARTMENT by the Federal Highway Administration, hereinafter referred to as the "FHWA", under Title 23, United States Code, Section 104, or a combination of funds from any of the above sources; subject to those certain conditions set forth in this AGREEMENT.

3. If the actual costs for any or all of the funding categories exceed the amounts set forth in Exhibit "A", the CITY shall fund 100% of such excess costs.

4. The CITY shall be responsible for all costs for the continual maintenance and the continual operations of any and all sidewalks and landscaping within the PROJECT limits.



The CITY shall accomplish all of the design activities for the PROJECT. The design activities shall be accomplished in accordance with the DEPARTMENT's Plan Development Process, the applicable guidelines of the American Association of State Highway and Transportation Officials, hereinafter referred to as "AASHTO", the applicable guidelines of the Title 2 provisions of the Americans with Disabilities Act (ADA), the DEPARTMENT's Standard Specifications Construction of Roads and Bridges, the DEPARTMENT's Plan Presentation Guide, PROJECT schedules, and applicable guidelines of the DEPARTMENT. The CITY's responsibility for design shall include, but is not limited to the following items:

a. Prepare the PROJECT concept report in accordance with the format used by the DEPARTMENT. The concept for the PROJECT shall be developed to accommodate the future traffic volumes as generated by the CITY as provided for in paragraph 5b and approved by the DEPARTMENT. The concept report shall be approved by the DEPARTMENT prior to the CITY beginning further development of the PROJECT plans. It is recognized by the parties that the approved concept may be modified by the CITY as required by the DEPARTMENT and reapproved by the DEPARTMENT during the course of design due to public input, environmental requirements, or right of way considerations.

b. Develop the PROJECT's base year (year facility is expected to be open to traffic) and design year (base year plus 20 years) traffic volumes. This shall include average daily traffic (ADT) and morning (am) and evening (pm) peak hour volumes. The traffic shall show all through and turning movement volumes



at intersections for the ADT and peak hour volumes and shall indicate the percentage of trucks expected on the facility.

c. Validate (check and update) the approved PROJECT concept and prepare a PROJECT Design Book for approval by the DEPARTMENT prior to the beginning of preliminary plans.

d. Prepare environmental studies, documentation, and reports for the PROJECT that show the PROJECT is in compliance with the provisions of the National Environmental Protection Act and Georgia Environmental Protection Act, as appropriate to the PROJECT funding. This shall include any and all archaeological, historical, ecological, air, noise, underground storage tanks (UST), and hazardous waste site studies required. The CITY shall submit to the DEPARTMENT all environmental documents and reports for review and approval by the DEPARTMENT and the FHWA.

e. Prepare all public hearing and public information displays and conduct all required public hearings and public information meetings in accordance with DEPARTMENT practice.

f. Perform all surveys, mapping, and soil investigation studies needed for design of the PROJECT.

g. Perform all work required to obtain project permits, including, but not limited to, US Army Corps of Engineers 404 and Federal Emergency Management Agency (FEMA) approvals. These efforts shall be coordinated with the DEPARTMENT.

h. Prepare the PROJECT's drainage design including erosion control plans and the development of the hydraulic studies for the Federal Emergency



Management Agency Floodways and acquisition of all necessary permits associated with the drainage design.

i. Prepare traffic studies, preliminary construction plans including a cost estimate for the Preliminary Field Plan Review, preliminary and final utility plans, preliminary and final right of way plans, staking of the required right of way, and final construction plans including a cost estimate for the Final Field Plan Review, erosion control plans, lighting plans, traffic handling plans, and construction sequence plans and specifications including special provisions for the PROJECT.

j. Provide certification, by a Georgia Registered Professional Engineer, that the construction plans have been prepared under the guidance of the professional engineer and are in accordance with AASHTO and DEPARTMENT guidelines.

k. Failure of the CITY to follow the DEPARTMENT's Plan Development Process will jeopardize the use of Federal funds in some or all of the categories outlined in Exhibit "A", and it shall be the responsibility of the CITY to make up the loss of that funding.

6. All Primary Consultant firms hired by the CITY to provide services on the PROJECT shall be prequalified with the DEPARTMENT in the appropriate area-classes. The DEPARTMENT shall, on request, furnish the CITY with a list of prequalified consultant firms in the appropriate area-classes.

7. The PROJECT construction and right of way plans shall be prepared in English units.



All drafting and design work performed on the project shall be done utilizing Microstation and CAiCE software respectively, and shall be organized as per the Department's guidelines on electronic file management.

9. The DEPARTMENT shall review and has approval authority for all aspects of the PROJECT. The DEPARTMENT will work with the FHWA to obtain all needed approvals with information furnished by the CITY.

10. The CITY shall be responsible for the design of all bridge(s) and preparation of any required hydraulic and hydrological studies within the limits of this PROJECT in accordance with the DEPARTMENT's policies and guidelines. The CITY shall perform all necessary survey efforts in order to complete the design of the bridge(s) and prepare any required hydraulic and hydrological studies. The final bridge plans shall be incorporated into this PROJECT as a part of this AGREEMENT.

11. The CITY shall follow the DEPARTMENT's procedures for identification of existing and proposed utility facilities on the PROJECT. These procedures, in part, require all requests for existing, proposed, or relocated facilities to flow through the DEPARTMENT's Project Liaison and the District Utilities Engineer.

12. The CITY shall address all railroad concerns, comments, and requirements to the satisfaction of the DEPARTMENT.



13. Upon the CITY's determination of the rights of way required for the PROJECT and the approval of the right of way plans by the DEPARTMENT, the necessary rights of way for the PROJECT shall be acquired by the responsible party as set forth in Exhibit "A". Right of way acquisition shall be in accordance with the law and the rules and regulations of the FHWA including, but not limited to, Title 23, United States Code; 23 CFR 710, et. seq., and 49 CFR Part 24, and the rules and regulations of the DEPARTMENT. Failure of the CITY to follow these requirements may result in the loss of Federal funding for the PROJECT and it will be the responsibility of the CITY to make up the loss of that funding. All required right of way shall be obtained and cleared of obstructions, including underground storage tanks, prior to advertising the PROJECT for bids. The CITY shall further be responsible for making all changes to the approved right of way plans, as deemed necessary by the DEPARTMENT, for whatever reason, as needed to purchase the right of way or to match actual conditions encountered.

14. Upon completion and approval of the PROJECT plans, certification that all needed rights of way have been obtained and cleared of obstructions, and certification that all needed permits for the PROJECT have been obtained by the CITY, the PROJECT shall be let for construction by the responsible party as set forth in Exhibit "A". The responsible party shall be solely responsible for securing and awarding the construction contract for the PROJECT.


15. The CITY shall review and make recommendations concerning all shop drawings prior to submission to the DEPARTMENT. The DEPARTMENT shall have final authority concerning all shop drawings.



16. The CITY agrees that all reports, plans, drawings, studies, specifications, estimates, maps, computations, computer diskettes and printouts, and any other data prepared under the terms of this AGREEMENT shall become the property of the DEPARTMENT. This data shall be organized, indexed, bound, and delivered to the DEPARTMENT no later than the advertisement of the PROJECT for letting. The DEPARTMENT shall have the right to use this material without restriction or limitation and without compensation to the CITY.

17. The CITY shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on behalf of the CITY pursuant to this AGREEMENT. The CITY shall correct or revise, or cause to be corrected or revised, any errors or deficiencies in the designs, drawings, specifications, and other services furnished for this PROJECT. Failure by the CITY to address the errors or deficiencies within 30 days shall cause the CITY to assume all responsibility for construction delays caused by the errors and deficiencies. All revisions shall be coordinated with the DEPARTMENT prior to issuance. The CITY shall also be responsible for any claim, damage, loss or expense that is attributable to negligent acts, errors, or omissions related to the designs, drawings, specifications, and other services furnished by or on behalf of the CITY pursuant to this AGREEMENT.

18. Both the CITY and the DEPARTMENT hereby acknowledge that time is of the essence and both parties shall adhere to the priorities established in the approved Transportation Improvement Program/State Transportation Improvement Program



(TIP) or earlier. Furthermore, all parties shall adhere to the detailed project schedule, as approved by the DEPARTMENT. In the completion of respective commitments contained herein, if a change in the schedule is needed, the DEPARTMENT shall have final authority. If, for any reason, the CITY does not produce acceptable deliverables at the milestone dates defined in the current TIP/STIP, or in the approved schedule, the DEPARTMENT reserves the right to delay the project's implementation until funds can be re-identified for construction or right of way, as applicable.

19. This AGREEMENT is made and entered into in Fulton County, Georgia, and shall be governed and construed under the laws of the State of Georgia. The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.



0002844

IN WITNESS WHEREOF, the DEPARTMENT and the CITY have caused these presents to be executed under seal by their duly authorized representatives.

RECOMMENDED:

CITY OF ATLANTA, GEORGIA

Stephen T. Henry
District Engineer

BY: _____
Mayor

Director of Preconstruction

Signed, sealed and delivered this _____
day of _____, 200__, in the
presence of:

Chief Engineer

Witness

DEPARTMENT OF TRANSPORTATION

Notary Public

BY: _____
Deputy Commissioner

This Agreement approved by the Atlanta
City Council at a meeting held at _____
on
this _____ day of _____, 200__.

ATTEST:

Treasurer

City Clerk

REVIEWED AS TO LEGAL FORM:

Office of Legal Services



EXHIBIT "A"

0002844

Project (PI #, Proj #, Desc.)	Type	Responsible Party					Acquire R/W	Const. Letting
		Prelim. Eng	R/W	Construction ^{1,2}	Utility Reloc. Costs			
0002844, STP-0002-00(844), Peachtree Street from 3 rd Street to 10 th Street(LCI project)	Q23 LCI Fed.	\$150,000 (20% by City = \$30,000 & 80% by GDOT/Fed. = \$120,000)	100% City	\$1,950,000 (20% by City = \$390,000 & 80% by GDOT /Fed. = \$1,560,000)	100% City		City	City
0002845, STP-0002-00(845), West Peachtree Street from North Avenue to 17 th Street(LCI project)	Q23 LCI Fed.	\$250,000 (20% by City = \$50,000 & 80% by GDOT/Fed. = \$200,000)	100% City	\$3,750,000 (20% by City = \$750,000 & 80% by GDOT /Fed. = \$3,000,000)	100% City		City	City

Notes:

¹ Includes construction costs associated with inspection and materials testing during construction.

² If the actual cost for construction exceed the amounts shown, the City shall fund 100% of such excess cost.

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Atlanta City Council

Regular Session

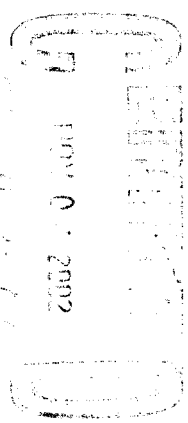
RESOLUTION Street Scape Improvements on Certain
 Streets Funded by Grant Money
 ADOPT

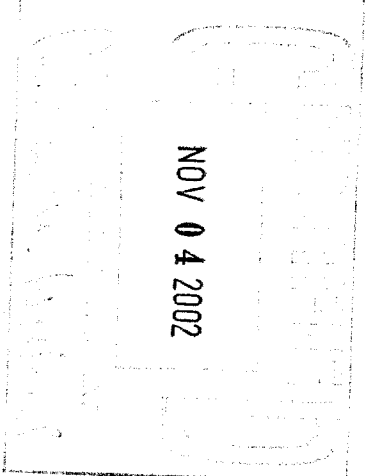
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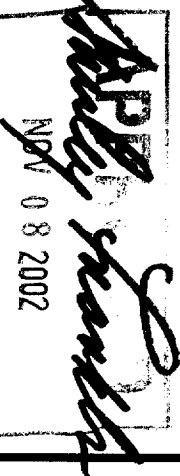
Y Smith	Y Archibong	NV Moore	Y Mitchell
Y Starnes	Y Fauver	NV Martin	B Norwood
Y Young	Y Shook	Y Maddox	Y Willis
Y Winslow	Y Muller	Y Boazman	NV Woolard

RESOLUTION

02-R-1956 (Do Not Write Above This Line)		First Reading Committee _____ Date _____ Chair _____ Referred To _____		FINAL COUNCIL ACTION <input type="checkbox"/> 2nd <input type="checkbox"/> 1st & 2nd <input type="checkbox"/> 3rd Readings <input type="checkbox"/> Consent <input type="checkbox"/> V Vote <input checked="" type="checkbox"/> RC Vote	
A RESOLUTION BY COUNCIL MEMBERS ANNE FAUVER & DEBI STARNES A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A PROJECT MANAGEMENT AGREEMENT WITH THE GEORGIA DEPARTMENT OF TRANSPORTATION FOR THE FUNDING OF STREETSCAPE IMPROVEMENTS ON PEACHTREE STREET FROM THIRD STREET TO TENTH STREET AND WEST PEACHTREE STREET FROM NORTH AVENUE TO SEVENTEENTH STREET SUBJECT TO THE AVAILABILITY OF GRANTS TO FUND THE CITY'S PARTICIPATION; AUTHORIZING THE MAYOR TO ACCEPT A GRANT FROM MIDTOWN BUSINESS ASSOCIATION, INC. ("MIDTOWN ALLIANCE") TO FUND THE CITY'S SHARE OF SAID PROJECT MANAGEMENT AGREEMENT COSTS; AND FOR OTHER PURPOSES. ADOPTED BY NOV 04 2002 COUNCIL		Committee _____ Date _____ Chair _____ Action Fav, Adv, Hold (see rev. side) _____ Other _____ Members _____ Refer To _____		Committee _____ Date _____ Chair _____ Action Fav, Adv, Hold (see rev. side) _____ Other _____ Members _____ Refer To _____	
<input type="checkbox"/> CONSENT REFER <input type="checkbox"/> REGULAR REPORT REFER <input type="checkbox"/> ADVERTISE & REFER <input type="checkbox"/> 1st ADOPT 2nd READ & REFER <input type="checkbox"/> PERSONAL PAPER REFER Date Referred _____ Referred To: _____ Date Referred _____ Referred To: _____ Date Referred _____ Referred To: _____		Committee _____ Date _____ Chair _____ Action Fav, Adv, Hold (see rev. side) _____ Other _____ Members _____ Refer To _____		Committee _____ Date _____ Chair _____ Action Fav, Adv, Hold (see rev. side) _____ Other _____ Members _____ Refer To _____	


 NOV 04 2002


 NOV 04 2002

CERTIFIED

 NOV 08 2002
 MAYOR'S ACTION